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213 Charles C Vaughan Jr.  
214 27188 Mirage Lane  
215 Daphne AL 36526

216 UNITED STATES DISTRICT COURT  
217 SOUTHERN DISCTRIC OF ALABAMA FILED OCT 7 2010 AM 10:48 USDCALS  
218

**Charles C Vaughan Jr.**

Case# CV-2010-453 - KD-N

Plaintiff,

vs.

**Bank Of America, NA**

**SANCTIONS**

Defendant

Date: October 07, 2010

219  
220 PLAINTIFF'S MEMORANDUM IN  
221 SUPPORT OF MOTION FOR RULE 11 SANCTIONS  
222 Plaintiff asks the court to impose sanctions against Kenneth S. Steely Defendant, hereinafter  
223 referred to counsel for Defendant, for filing Defendants Answer in violation of Federal Rule of  
224 Civil Procedure 11(b).

225 A. Introduction

226 1. Plaintiff is Charles C Vaughan defendant is Bank Of America, NA.  
227 2. Plaintiff sued defendant for numerous violations including but not limited to violations  
228 of the Truth In ending Act, The Real Estate Settlement Procedures Act, The Home equity  
229 Protection Act, Fraud, Common law Fraud, Breach of Fiduciary duties, .Et Al.  
230 3. On September 16, 2010 counsel for Defendant filed defendants answer.

231 B. Argument

232 5. The court may impose sanctions on a party, an attorney, or a law firm, for presenting a  
233 pleading, written motion, or other paper for an improper purpose, such as to harass or cause  
RESPONSE TO RULE 12 MOTION & MOTIONS FOR SANCTIONS

234 unnecessary delay or expense. Fed. R. Civ. P. 11(b)(1), (c)(1). Also, the court may impose  
 235 sanctions on a party, an attorney, or a law firm, for presenting a pleading, written motion, or  
 236 other paper that includes any of the following: (1) claims, defenses, or contentions not  
 237 warranted by existing law or by a good-faith argument for extending, modifying, or reversing  
 238 existing law or for establishing new law; (2) allegations that do not have, or are unlikely to have  
 239 after a reasonable investigation, evidentiary support; or (3) denials unwarranted by the evidence.  
 240 Fed. R. Civ. P. 11(b)(2)-(4), (c)(1).

241 6. counsel for Defendant's filing of "Defendants Answer" violated Rule 11 because  
 242 counsel for Defendant filed the document for an improper purpose, such as to harass, cause an  
 243 unnecessary delay, or needlessly increase the cost of litigation. Fed. R. Civ. P. 11(b)(1);  
 244 *Mercury Air Group, Inc. v. Mansour*, 237 F.3d, 542, 548 (5th Cir. 2001). Specifically, The  
 245 answer or affirmative defenses make bald allegations that claims are stated improperly, claims  
 246 are time barred due to limitation on statutory procedure, and that the court lacks jurisdiction over  
 247 the Defendant. However, the Defendant failed to offer any further information as to HOW his  
 248 defenses are justified, or how Plaintiff specifically failed to meet Federal Rules of Civil  
 249 Procedure. This is seemingly a waste of time, and intentionally done to cause unnecessary delay,  
 250 and cost to the Plaintiff.

251 7. Before imposing sanctions, the court should determine whether the party or the attorney  
 252 made a reasonable inquiry into the facts or the law before signing and presenting the document.  
 253 See Fed. R. Civ. P. 11(b); *Townsend v. Holman Consulting Corp.*, 929 F.2d 1358, 1364-65 (9th  
 254 Cir. 1990). The court should impose sanctions against counsel for Defendant because he did not  
 255 make a reasonable inquiry into the facts or law before filing the answer He offered no court  
 256 cases, information, rules or procedures as to how, why, or what specifically failed to meet the  
 257 criteria he uses as a defense.

258 8. The court should impose the following sanctions: Monetary Sanctions, and Striking Of  
 259 Pleadings of the defendant. The requested sanctions are sufficient to deter repetition of the  
 260 sanctionable conduct. Fed. R. Civ. P. 11(c)(4); *Fries v. Helsper*, 146 F.3d 452, 458-59 (7th Cir.  
 261 1998). Plaintiffs suit makes very strong claims and allegations, which can be proved through  
 262 discovery, and demands that his complaint be taken seriously. Counsel for Defendant failed to  
 263 address the suit with specificity, and by the court allowing sanctions in this case, the counsel will  
 264 take the case with serious intention.

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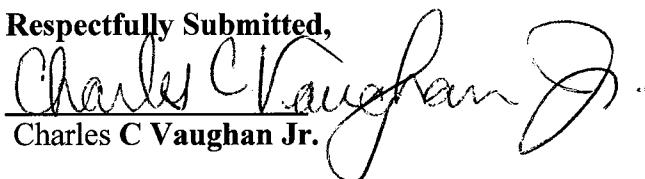
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C. Conclusion

267       9. Defendants answer failed to address with specificity, as to why the defenses counsel for  
268 Defendant used, were valid. They are wasting the time of the Plaintiff and the Court, and are  
269 shadowing the seriousness of the case at hand. For these reasons, Plaintiff asks the court to  
270 impose sanctions of a monetary amount to be determined by the court, and a Striking of  
271 Defendants answer in its entirety.

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273       Respectfully Submitted,

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275       Charles C Vaughan Jr.

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**VERIFICATION**

301 I, Charles C Vaughan Jr, do swear and affirm that all statements made herein are true and  
302 accurate, in all respects, to the best of my knowledge.

303 Charles Vaughan Jr.  
304 27188 Mirage Lane  
305 Daphne, AL 36526

306  
307 SWORN TO AND SUBSCRIBED BEFORE ME, Rosalee Walls, by Charles Vaughan, Jr.  
308 \_\_\_\_\_, on the 7 day of October 2010, which witnesses my hand and seal of office.

309  
310 Rosalee Walls

311 **NOTARY PUBLIC IN AND FOR**

312 **THE STATE OF ALABAMA**

313 Exp 08/16/2014

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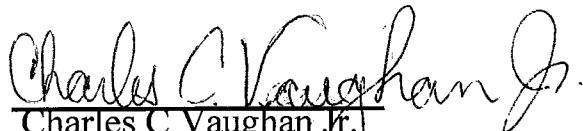
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CERTIFICATE OF SERVICE

336 I, Charles C Vaughan Jr, do swear and affirm that I have served a signed copy of this Response  
337 to Rule 12 motion & Motion For Sanctinsr to any and all defendants by way of U.S.P.S.  
338 Certified mail # 7009 1410 0000 6796 8831 and return receipt, regular mail. Date of October 07,  
339 2010

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343 Charles C Vaughan Jr.  
344 27188 Mirage Lane  
345 Daphne AL 36526  
346

347 The Person above, who proved to me on the basis of satisfactory evidence to be the person  
348 whose name is subscribed to this document and acknowledged to me that he/she executed the  
349 same in his authorized capacity and that by his signature on this instrument who is the person  
350 who executed this instrument.

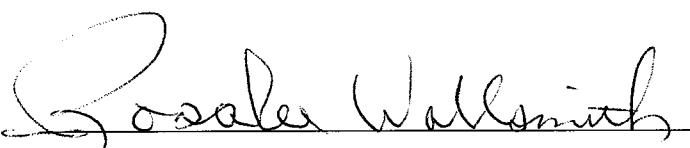
351 I certify under PENALTY OF PERJURY under the laws of this State that the foregoing  
352 paragraph is true and correct.

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354 Witness my hand and official seal.

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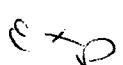
**NOTARY PUBLIC IN AND FOR**

Notary Seal

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**THE STATE OF ALABAMA**

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 08/16/2014

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<b>A. U.S. DEPARTMENT OF HOUSING &amp; URBAN DEVELOPMENT SETTLEMENT STATEMENT</b>		B. TYPE OF LOAN:																																																																																						
		<input type="checkbox"/> FHA	<input type="checkbox"/> FmHA	<input checked="" type="checkbox"/> CONV. UNINS.	<input type="checkbox"/> VA	<input type="checkbox"/> CONV. INS.																																																																																		
		6. FILE NUMBER: 254/16022		7. LOAN NUMBER: 47342871																																																																																				
		8. MORTGAGE INS CASE NUMBER:																																																																																						
<b>C. NOTE:</b> This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. <small>1.0 3/08 (vaughanchar.pdf254/16022/17)</small>																																																																																								
<b>D. NAME AND ADDRESS OF BORROWER:</b> Charles C. Vaughan, Jr. 27188 Mirage Lane Daphne, AL 36526		<b>E. NAME AND ADDRESS OF SELLER:</b> American's Wholesale Lender 100 Concourse Parkway, Suite 100 Birmingham, AL 35244		<b>F. NAME AND ADDRESS OF LENDER:</b> American's Wholesale Lender 100 Concourse Parkway, Suite 100 Birmingham, AL 35244																																																																																				
<b>G. PROPERTY LOCATION:</b> 27188 Mirage Lane Daphne, AL 36526 Baldwin County, Alabama		<b>H. SETTLEMENT AGENT:</b> 03-0498055 Pierce Ledyard, PC			<b>I. SETTLEMENT DATE:</b> January 21, 2004 Disburse:01/26/04																																																																																			
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The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

I HAVE CAREFULLY REVIEWED THE HUD-1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT.

Borrower

Charles C. Vaughan, Jr.

Seller

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

Pierce Ledyard, PC  
Settlement Agent

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.

**L. SETTLEMENT CHARGES**

<b>700. TOTAL COMMISSION Based on Price</b> \$ @ %				PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
<i>Division of Commission (line 700) as Follows:</i>					
701. \$ to					
702. \$ to					
<b>703. Commission Paid at Settlement</b>					
704. to					
<b>800. ITEMS PAYABLE IN CONNECTION WITH LOAN</b>					
801. Loan Origination Fee 0.9635 % to Magnolia Mortgage Company, LLC				1,989.64	
802. Loan Discount % to					
803. Appraisal Fee to Magnolia Mortgage Company, LLC				300.00	
804. Credit Report to Magnolia Mortgage Company, LLC				50.00	
805. Processing Fee to Magnolia Mortgage Company, LLC				46.00	
806. Re-inspection Fee to Magnolia Mortgage Company, LLC				75.00	
807. Courier Fee to Magnolia Mortgage Company, LLC				50.00	
808. Flood Check to Landsafe Flood				25.00	
809. Tax Service Fee to Countrywide Tax Service				60.00	
810. Document Prep/Underwriting to American's Wholesale Lender	225/300			525.00	
811. Broker Premium to Magnolia Mortgage Company, LLC		POC \$1,806.89 L			
<b>900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE</b>					
901. Interest From 01/26/04 to 02/01/04 @ \$ 32.530000/day ( 6 days 5.7500%)				195.18	
902. Mortgage Insurance Premium months					
903. Hazard Insurance Premium 1.0 years to Owners Insurance Company		6101 Anacapri Blvd.		1,720.20	
904. 2003 Property Taxes 1.0 years to Baldwin County Tax Collector				225.59	
905. .					
<b>1000. RESERVES DEPOSITED WITH LENDER</b>					
1001. Hazard Insurance 3.000 months @ \$ 143.35 per month				430.05	
1002. Mortgage Insurance months @ \$ per month					
1003. City/town taxes months @ \$ per month					
1004. County taxes 5.000 months @ \$ 18.20 per month				91.00	
1005. Assessments months @ \$ per month					
1006. 2003 Property Taxes months @ \$ per month					
1007. . months @ \$ per month					
1008. Aggregate Adjustment months @ \$ per month				-36.44	
<b>1100. TITLE CHARGES</b>					
1101. Settlement or Closing Fee to Pierce Ledyard, PC				200.00	
1102. Abstract or Title Search to					
1103. Title Examination to					
1104. Title Insurance Binder to					
1105. Document Preparation to Pierce Ledyard, PC				80.00	
1106. Overnight Courier Fees to Pierce Ledyard, PC				15.00	
1107. Attorney's Fees to Pierce Ledyard, PC					
(Includes above item numbers: )					
1108. Title Insurance to The Guarantee Title Company, L.L.C.	04-109			150.00	
(Includes above item numbers: )					
1109. Lender's Coverage \$ 206,502.00					
1110. Owner's Coverage \$					
1111. .					
1112. .					
1113. .					
<b>1200. GOVERNMENT RECORDING AND TRANSFER CHARGES</b>					
1201. Recording Fees: Deed \$ ; Mortgage \$ 46.00; Releases \$ 26.00				72.00	
1202. City/County Tax/Stamps: Deed ; Mortgage					
1203. State Tax/Stamps: Revenue Stamps ; Mortgage	309.90			309.90	
1204. .					
1205. .					
<b>1300. ADDITIONAL SETTLEMENT CHARGES</b>					
1301. Survey to					
1302. Pest Inspection to					
1303. .					
1304. .					
1305. .					
<b>1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 602, Section K)</b>				6,573.12	
By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement					

Certified to be a true copy.



Pierce Ledyard, PC  
Settlement Agent

